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7 *Attorneys for Plaintiff The Baltimore City Board of School Commissioners*

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9 signature pages*

10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **OAKLAND DIVISION**

13 **IN RE: SOCIAL MEDIA ADOLESCENT**
14 **ADDICTION/PERSONAL INJURY**
15 **PRODUCTS LIABILITY LITIGATION**

16 **THIS DOCUMENT RELATES TO:**

17 **1:23-CV-01894-RDB**

18 **MDL No. 3047**

19 **MDL No. 3047**

20 **Case No. 4:22-md-03047-YGR-TSH**

21 **Honorable Yvonne Gonzalez Rogers**

22 **STIPULATION OF DISMISSAL
WITHOUT PREJUDICE AND
TOLLING OF CLAIMS REGARDING
ALPHABET, INC. AND XXVI
HOLDINGS, INC.**

23 **Hearing:**

24 **Date: Monday, February 5, 2024**

25 **Time: 2:00 p.m.**

26 **Place: Oakland, California**

27 **Judge: Hon. Yvonne Gonzalez Rodgers**

1 This Stipulated Dismissal and Tolling Agreement (“Agreement”) is entered into this 26th
2 day of January 2024 by and between Plaintiff and Alphabet, Inc. and XXVI Holdings, Inc.
3 (collectively, “Alphabet and XXVI Holdings”) by and through their undersigned counsel:
4

5 **I. RECITALS**

6 **WHEREAS**, Plaintiffs contend that they possess certain claims and legal causes of action
7 under state and federal law against Alphabet and XXVI Holdings related to the marketing, design,
8 promotion, and operation of YouTube LLC’s video-sharing platform;

9 **WHEREAS**, Alphabet and XXVI Holdings contend that they are holding companies that do
10 not have business operations of their own; and

11 **WHEREAS**, statutes of limitation and statutes of repose may apply to the aforementioned
12 claims against Alphabet and XXVI Holdings.

13 **II. TERMS AND CONDITIONS OF STIPULATION**

14 **NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth
15 herein constituting good and valuable consideration, the receipt of which is hereby acknowledged,
16 the parties do hereby agree as follows:

- 18 1. Agreement to dismiss. Plaintiff agrees to dismiss without prejudice Alphabet and XXVI
19 Holdings from this case.
- 20 2. Agreement regarding documents. Alphabet and XXVI Holdings agree that they will not
21 object to preserving and/or producing relevant documents that are uniquely in their
22 possession, custody, or control (and not also in the possession, custody, or control of
23 Google LLC or YouTube LLC) that are requested in discovery by Plaintiff solely on the
24 basis that they are in Alphabet’s or XXVI Holdings’ possession. Alphabet and XXVI
25 Holdings reserve the right to assert objections on any other grounds.

- 1 3. Tolling Agreement. While this Agreement is in effect, any statutes of limitation, statutes
2 of repose, equitable defense related thereto (including without limitation laches), statutory
3 or contractual limitations or provisions containing time, notice, or action requirements or
4 periods, and/or any other argument or defense based on delay or passage of time (“Time-
5 Based Defense”), shall be tolled as to claims that Plaintiff asserted against Alphabet and
6 XXVI Holdings in the complaint, and Alphabet and XXVI Holdings shall not plead, assert,
7 or otherwise seek to benefit from any Time-Based Defense, except Alphabet and XXVI
8 Holdings maintain their ability to plead, assert, or otherwise raise any Time-Based Defense
9 that existed as of the effective date of this dismissal.
- 10 4. Consideration. The dismissal and the tolling as set forth in this Agreement, in and of
11 themselves, constitute good and adequate consideration for the execution, delivery, and
12 enforceability of this Agreement. The parties agree that the provisions of this Agreement
13 are reasonable in light of the circumstances, and this Agreement serves the mutual interest
14 of the parties.
- 15 5. Agreement not an admission. Neither the execution of this Agreement, nor the agreement
16 to any of its terms, constitutes an admission of liability by any party.
- 17 6. Amendments. This Agreement comprises the entire Agreement of the parties with respect
18 to the tolling of any time periods and applies only to Alphabet and XXVI Holdings. This
19 Agreement may be modified, amended, or supplemented only by the written instrument
20 signed by the parties.
- 21 7. Termination. If Plaintiff fails to dismiss Alphabet and XXVI Holdings from this case
22 within 30 days of entry of this Agreement, this Agreement and any tolling shall
23 immediately and automatically be terminated with regard to Plaintiff, and Alphabet and
24 XXVI Holdings shall have no further obligations under this Agreement as to Plaintiff.

1 **IT IS HEREBY STIPULATED AND AGREED TO BY AND BETWEEN**

2 *On behalf of Plaintiff The Baltimore City Board of School Commissioners:*

3 DATED: January 26, 2024

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DATED: January 26, 2024